

ARGONNE NATIONAL LABORATORY
Bldg. 201, OCF-PRO, 9700 S Cass Ave, Argonne, IL 60439

Contract No. 2I-00723
Supplemental Agreement No. M0001

This Supplemental Agreement No. M0001 is entered into for the modification of Contract No. 2I-00723 between the University of Chicago, an Illinois not-for-profit corporation, operator of Argonne National Laboratory and herein called the "Laboratory", acting under Prime Contract No. W-31-109-ENG-38, as amended, with the United States Government (called the "Government") represented by the U. S. Department of Energy (called the "Department" or "DOE"), and WILDFLOWER INTERNATIONAL LTD. The effective date of this supplement is 12/01/2003.

PURPOSE: The purpose of this Supplemental Agreement No. M0001 is to modify list of contractors eligible to utilize the Basic Ordering Agreement, modify the term of the agreement, amend the products covered and pricing of the products covered, amend the General Terms and Conditions, and incorporate the License Agreement for Proprietary Software (10/03)..

THEREFORE, the parties agree as follows (changes indicated by **bold**):

Replace the following introductory paragraph:

This Basic Ordering Agreement (BOA) between Wildflower International, LTD. (Vendor, hereinafter "Wildflower") and The University of Chicago as Operator of Argonne National Laboratory (Laboratory) on behalf of the Department of Energy (DOE) is entered into to provide products and services to the DOE and its Contractors and designated affiliates in accordance with the following:

1. This Agreement includes products listed in Attachment A.
2. This Agreement is for the Department of Energy and those contractors and designated affiliates named in Attachment B.
3. The pricing is in accordance with Attachment C.
4. Basic Ordering Agreement General Terms and Conditions for Commercial Items DOE Contractors (5/01)

The parties agree that the DOE (including DOE field offices), or any entity having a prime contract with the DOE awarded pursuant to Federal Acquisition Regulation (FAR) Subpart 17.6 and Department of Energy Acquisition Regulation (DEAR) Subpart 917.60 (collectively hereinafter called "DOE Contractor"), may place orders under this BOA and receive the appropriate, discounted price.

Each DOE Contractor shall place its own orders under this Agreement and shall be direct-billed accordingly.

With the following:

This Basic Ordering Agreement (BOA) between Wildflower International, LTD. (Vendor, hereinafter "Wildflower") and The University of Chicago as Operator of Argonne National Laboratory (Laboratory) on behalf of the Department of Energy (DOE) is entered into to provide products and services to the DOE and its Contractors and designated affiliates in accordance with the following:

1. This Agreement includes products listed in Attachment A.
2. This Agreement is for the Department of Energy and those contractors and designated affiliates named in Attachment B.
3. The pricing is in accordance with Attachment C.
4. **Attachment D - Basic Ordering Agreement General Terms and Conditions for Commercial Items DOE Contractors (5/01) (as amended)**
5. **Attachment E - License Agreement for Proprietary Software (10/03)**

The parties agree that the DOE (including DOE field offices), or any entity having a prime contract with the DOE awarded pursuant to Federal Acquisition Regulation (FAR) Subpart 17.6 and Department of Energy Acquisition Regulation (DEAR) Subpart 917.60, **or Sub-Tier Contractor**, (collectively hereinafter called "DOE Contractor"), may place orders under this BOA and receive the appropriate, discounted price.

Each DOE Contractor shall place its own orders under this Agreement and shall be direct-billed accordingly.

Amend Article 1- Statement of work by adding the following to the end of the first paragraph

The term of the agreement is evergreen and can be extended in one (1) year increments by successful performance of the supplier and the agreement of both parties.

Amend Article 4 – Administrative by correcting the address of Wildflower as follows:

Wildflower International, LTD.
1500 South St. Francis Drive
Santa Fe, NM 87505
Kimberly DeCastro, President
Telephone: (505) 466-9111
Fax: (505) 466-9100
E-mail: kim@wildflowerintl.com
WWW: <http://www.wildflowerintl.com>

Amend Attachment A Products Covered) by the addition of the following:

**Engineering Services for Cisco Networking Installations (per Attachment C)
Network Appliance Products (per Attachment C)**

Amend Attachment B (DOE User List) as follows:

This Basic Ordering Agreement (BOA) is specially designed to meet the procurement needs of DOE employees and contractors and is available for use by the DOE management and DOE contractors listed in the table included at the following DOE Integrated Contractor Purchasing Team Internet web page address, including **Sub-Tier Contractors**, unless otherwise explicitly indicated in the BOA:

http://bechteljacobs.com/icpt/eligibility_list.html

Amend Attachment C Contract pricing, by the addition of:

Engineering Services for Cisco Networking Installations

The engineering staff provides services such as network design, network installation, systems engineering, hardware integration, systems architecture, space hardware design/build, aerospace technology, system modeling, etc. The engineering staff can supplement an existing organization or in concert with other functional areas, can provide complete project fulfillment.

The Prices herein are based on the Northrop Grumman Computing Systems GSA IT Schedule Contract Number GS-35F-0279J, which has an effective period of 4/1/99 through 3/31/04.

ENG1 Engineer Level 1 **\$63.08/hr**
Implements requirements under the direction of more senior engineers. Minimum years of experience for performance of this service is 4 years. Minimum educational requirement is a bachelor's degree.

ENG2 Engineer Level 2 **\$108.21/hr**
Leads projects within their area of specialty or serves as a senior member of a project team. Minimum years of experience for performance of this service is 9 years. Minimum educational requirement is a bachelor's degree.

ENG3 Engineer Level 3 **\$132.32/hr**
Serves as technical lead on more complex projects or serves as a senior member of a project team. Minimum years of experience for performance of this service is 11 years. Minimum educational requirement is a bachelor's degree, but candidate may hold a master's degree.

ENG5 Engineer Level 5

\$250.00/hr

The qualifications of this engineer are to have passed both written and lab examination by Cisco/Cisco-authorized training facility. This individual will have obtained their Certified Cisco Internetwork Expert certification. The CCIE certification will take the place of minimal educational and work experience.

Network Appliance Products

Including, but not limited to:

Hardware:

FAS 900 Series

FAS 800 Series

FAS 200 Series

C6200

C2100

C1200

R200

Protocols: CIFS, NFS, FCP, DAFS, iSCSI, HTTP

Software:

SyncMirror

MetroCluster

MultiStore

Clustered Filers

Data Fabric Manager

FilerView

SecureAdmin

ApplianceWatch

SecureShare

SnapLock

SnapMirror

SnapVault

Open Systems SnapVault

Single Mailbox Recovery

SnapManager for Exchange, SQL, & Domino.

SnapDrive

SnapRestore

VFM (Virtual File Manager)

A 2% discount off the current GSA/FSS contract price shall be applied on these and all additional items included on the Network Appliance, Inc, website at www.netapp.com - additional volume discounts are available depending on specific implementation

Amend Attachment D Terms and Conditions by replacing Article 18. Incorporation by reference with the following:

The BOA incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means the Company BOA Procurement Representative. The FAR clauses may be obtained from the Company upon request.

The following clauses are incorporated by reference:

FAR 52. 219-8 Utilization of Small Business Concerns (OCT 200)
FAR 52.222-26 Equal Opportunity (Feb 1999), (The required poster is available at:
<http://www.dol.gov/dol/esa/public/regs/compliance/posters/eeo.htm>)
FAR 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998), and
FAR 52.222-36 Affirmative Action for Workers with Disabilities (June 1998)
FAR 52.227-3 Patent Indemnity
FAR 52.227-9 **Refund of Royalties (April 1984)**
FAR 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Aug. 1996)

Add:

Attachment E - License Agreement for Proprietary Software (10/03)

All other terms and conditions of Contract No. 2I-00723, remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. M0001.

THE UNIVERSITY OF CHICAGO
(Operator of Argonne National Laboratory)

By: _____

Joseph A. Ingraffia

Title: Procurement Services Manager
Procurement Department

Dated: _____

2/11/2007

WILDFLOWER INTERNATIONAL LTD

By: _____

Title: _____

Dated: _____

President / CEO

2/14/04